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# PARTRIDGE PARTNERS

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March 9, 2017

Morris A. Nunes  
Bob Ross Inc.  
4206-A Technology CT  
Chantilly, VA 20151

Re: Bob Ross Intellectual Property Rights

Dear Sir:

We are intellectual property counsel to RSR ART LLC, the successor in interest to the rights held by Robert Stephen Ross (RSR) relating to his father, the late artist Bob Ross. We have been engaged to investigate the scope of those rights in relation to current uses of those rights by other parties. As more fully explained below, we are writing to you to obtain information and documentation regarding your company's claim to the IP rights acquired from of Bob Ross, including trademark, copyright and rights of publicity.

## A. Rights Held by RSR ART LLC

As you may know, Robert Norman "Bob" Ross (Bob Ross), the well-known American painter, art instructor, and television host, died on July 4, 1995, leaving a trust dated May 12, 1994, with subsequent amendments relating to his intellectual property rights.

The First Amendment to the Trust, is dated May 25, 1995. The amendment granted Bob Ross's intellectual property rights to Bob Ross's brother, Jimmie L. Cox and to his son, Robert Stephen Ross (RSR). By Assignment dated October 27, 2016, Jimmie L. Cox assigned his rights in the intellectual property under the Trust to Robert Stephen Ross. Pursuant to that assignment and the related Trust documents, Robert Stephen Ross became the owner of 100% of the Bob Ross intellectual property.

The First Amendment defines the Bob Ross Intellectual Property as follows:

"[A]ll rights, title, interests, goodwill, artist's moral rights, resale royalty rights, and renewal rights, whether vested, statutory, common law, contingencies, or expectancies in any and all intellectual property of which Donor is deemed by law to be the sole or joint author, creator, artist, performer or owner, including, but not limited to, copyrights and trademarks regarding Donor's name, likeness, voice, and visual, written or otherwise recorded works. Further, such rights hereby conveyed extend to all versions, subsidiary, and derivative embodiments of the rights; and hereby empower Trustee to act to license, encumber, pledge, file, register, amend, sell, assign, gift, loan, display, use, reclaim, attached, co-venture, or option such works and

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rights, including the power to defend, rescind or enforce related contracts or other actions by filing suit in law or equity.

The Assignment from Cox to RSR transfers all:

"right, title, and interest in all that was bequested to or otherwise received by Assignor from the Robert N. Ross Revocable Trust and all Amendments thereto . . . including, without limitation, the goodwill, artist's moral rights, resale royalty rights, revocation and renewal rights, and all other intellectual property, such as rights of publicity, copyright, trademark, service mark and all other rights regarding ROBERT N. ROSS's name, image, likeness, voice and any other rights regarding ROBERT N. ROSS's name, image, likeness, voice and any indicia by which he could be recognized, as well as the right to act to deny the exploitation of any such rights and all rights and authority otherwise provided to ROBERT N. ROSS as an originator or proprietor of the said rights.

On February 10, 2017, RSR assigned all of right, title and interest of his in the Bob Ross Intellectual Property Rights to RSR ART LLC, including the right to defend, rescind or enforce related contracts or other action by filing suit in law or equity and the right to sue for past infringements.

Copies of the relevant documents showing the rights obtained by RSR ART LLC are attached.

B. Rights of Bob Ross, Inc.

We are of course aware that Bob Ross was a founder of your company, Bob Ross, Inc., but have been unable to locate any records explaining the Company's claim of rights in the Bob Ross Intellectual Property. The only documentation found in our investigations are consent documents that you filed with the U.S. Patent and Trademark Office stating that Bob Ross consented to trademark registration for specific goods and services and to use of his name and likeness as a trademark for the Company.

In the absence of any written agreements or other documents to the contrary, we assume that Bob Ross only consented to the uses specified in the specific trademark applications, that he had the right to revoke that consent, and that he retained all other intellectual property rights.

We recognize that Bob Ross, Inc. may have written records and information relevant to the scope of rights held by RSR ART LLC. Therefore, we request that you provide us with any written records or other materials held by you that may support and document your company's claim of rights to the Bob Ross Intellectual Property and that may in turn assist us in determining the scope of rights held by RSR ART LLC.

More specifically, please identify and provide copies of any documents relating to rights in the Bob Ross Intellectual Property, such as:

1. Operations Agreement with Bob Ross relating or referring to the intellectual property rights of Bob Ross.

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2. License Agreement from Bob Ross to Bob Ross Inc.
3. Ownership Agreement between Bob Ross and Bob Ross Inc.
4. Assignment of any intellectual property rights from Bob Ross to Bob Ross Inc.
5. Any other documents referring or relating to the transfer of Bob Ross Intellectual Property by Bob Ross to Bob Ross Inc.

We look forward to your cooperation in this matter and hope that we may proceed on an amicable basis to determine the interests of the respective companies. This request is made without waiver of any claims or rights held by our client, all of which are expressly reserved. Please respond by March 27, 2017.

Sincerely,



Mark V.B. Partridge  
Managing Partner

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